M

FOR MYSORE STATE

Dev. (195 2) Department.

Passed.

M/S-SERIES.

G.O. NO. 3891

Dated 9.9.52.

[Despatch Abstract.]

Mines. M.L. Manganese, iron ore and ochres - Bellary dt. Sandur ✱. 10.9 acres in N.E.B. Range - Applr. M/s. P. Nanganasetty & H.R. Basappa Grantee.

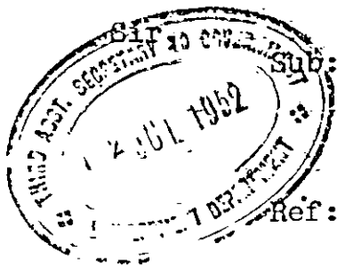
OFFICE OF THE DIRECTOR OF INDUSTRIES AND COMMERCE: MADRAS

From
Sri M.T. Raju, Bar-at-Law, I.C.S.,
Director of Industries and Commerce,
Cathedral P.O. Madras 6.

To
The Secretary to Government,
Development Department,
Fort St. George, Madras.

-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-

Ref. J/638/52-3 dated 9-7-1952.



Sir,

Sub: Mining - Mining lease - Manganese, Iron and Red Earth Ochres (Bellary) - Sandur Taluk - N.E.B. Range - Karadikolla - Ext. 109 acres - applications of Messrs. P. Venganna Setty and Bros, Hospet and Sri H.R. Gaviappa of Bellary - report - submitted.

Ref: 1. From the Collector of Bellary Roc.15138/51/A.1 dated 19-3-1952.
2. From the Collector of Bellary Roc.15138/51/A.1 dated 9-6-1952.

Sri P. Balasubba Setty, Hospet the proprietor of Messrs. P. Venganna Setty and Bros, Hospet was holding a mining lease for Manganese ore, Iron ore and Red Earth Ochres granted by the defunct Sandur State for a period of 10 years from 19-6-1941. The lease expired on 18-6-1951. Messrs. P. Venganna Setty and Bros. have on 2-6-1951 applied for renewal of the mining lease. Sri H.R. Gaviappa of Bellary has also applied for the grant of a mining lease for iron ore in respect of the same area for a period of twenty years. The Collector has in his letter No.Roc.15138/51/A.1 dated 19-3-1952 recommended the grant of a mining lease for iron ore to Sri H.R. Gaviappa for the following reasons.

(i) that Sri P. Balasubba Setty, the former lessee did not work the mines satisfactorily for about seven years and was doing only nominal work.

(ii) that the original lease was granted in the name of Sri P. Balasubba Setty and that the lessee has not applied for renewal in his own name; and

(iii) that the application of Messrs. P. Venganna Setty and Bros., has to be treated as fresh one under the Mineral Concession Rules 1949.

In this connection, I invite attention to rule 40 (1) of the Mineral Concession Rules 1949 under which renewal of leases can be granted only to such of those individuals or companies in whose name the original leases are registered. In the present case it will be seen that the original lease was granted to Sri P. Balasubba Setty and that the renewal is now sought in favour of the Company, Messrs. P. Venganna Setty and Bros. It is considered that if the original lessee and the present applicants are not identical, the application of Messrs. P. Venganna Setty and Bros., cannot be treated as one for renewal and the claims of all the other applicants will have to be considered on the basis of the relative priorities according to the instructions contained in Government Memo No.3083-J/51-1 Development dated 5-2-1951.

Messrs. P. Venganna Setty & Bros., applied on 2-6-1951 and remitted application fee of Rs.200/- on 7-5-1951 and Rs.200/- towards deposit for preliminary expenses on 20-6-1951. The application of the Company was thus completed on 20-6-1951.

Sri H.R. Gaviappa of Bellary the other applicant applied on 10-9-1951 and remitted Rs.200/- towards application fee on 10-9-1951 and Rs.200/- towards preliminary deposits on 12-9-1951. The application of Sri H.R. Gaviappa of Bellary was completed on 1-2-1951.

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p.t.o.

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5 The application of Messrs. P. Venganna Setty & Bros., having thus been received in a completed form earlier than the application of Sri H.R. Gaviappa, I submit that the former will have to be preferred to the latter. I therefore, recommend that Messrs. P. Venganna Setty & Bros., may be granted a mining lease for red oxide of iron and iron ore over an extent of 109 acres in Karadikolla Range in Sandur Taluk Bellary District for a period of twenty years subject to the special conditions mentioned in Rule 41 (2) of the Mineral Concession Rules 1949 and that the application of Sri H.R. Gaviappa for a mining lease in respect of the same plot may be rejected and the amounts remitted by him towards application fee and preliminary deposit may be ordered to be refunded.

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I submit herewith the applications, chalans and sketches filed by the applicant.

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for Director of Industries and Commerce.

sg.10.7.
Encls:

10782

Copy of the letter Roc.No.15138/51/A.1 dated 7-6-1952 of the Collector, Bellary addressed to the Director of Industries and Commerce, Madras 6.

Sub: Mining - M.L. - Iron ore and Red oxide of iron (Bellary) - Sandur Taluk - N.E.B.Range - Karadikolla Extent 109 acres - application of Messrs. P. Venganna Setty & Bros., Hospet - further report - submitted.

Ref: 1. This office Roc.No.15138/51/A.1 dated 19-3-1952.
2. Your Ref.No.J/638/52-1 dated 30-4-1952.
3. Tahsildar, Sandur L.Dis.2184/52 dated 25-5-1952.

The original lessee Sri P. Balasubba Chetty has given a statement before the Tahsildar Sandur that he is a partner of the firm P. Venganna Setty & Bros., Hospet. The other partner of the firm is Sri P. Seshappa Setty. The enquiries made by the Tahsildar, Sandur reveal that the two partners of the firm are members of an undivided Hindu family. They are doing their business in the name of Messrs. P. Venganna Setty & Bros., The company had not been registered under the Indian partnership Act till December 1951 as the registration of companies formed among members of undivided Hindu Families is not required by law. The company was however registered under the Indian Partnership Act to satisfy the requirements of rule 7 (a) (iii) of the Mineral Concession Rules 1949.

Sri P. Balasubba Chetty does not hold a certificate of approval at present. The certificate of approval has been granted in the name of Messrs. P. Venganna Chetty & Bros., Sri P. BalasubbaChetty has stated before the Tahsildar, Sandur that all his commercial and industrial undertakings are done in the name of Messrs. P. Venganna Chetty & Bros., and therefore he applied for the renewal of the lease of the 109 acres, which was originally granted to him, in the name of the firm Messrs. Venganna Chetty & Bros.

p.t.o.

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In the above circumstances, the application of Messrs. P. Venganna Chetty & Bros., may be treated as an application for the renewal of the lease which stood in the name of Sri P. Balasubba Chetty as the individual is identified with the firm, being one of its two partners who are themselves members of an undivided hindu family.

(A) The applications the chalans and the sketches submitted by the applicants are enclosed.

Sd/- xx
for Collector.

/ true.copy /

Superintendent
10-7-52

B 638 5/52 6
RP. 963 1/10.3 ...
27.3.

Yemmiganur

Roc. 15138/51 A.1

Collector's office, Bellary Camp,/ dated 19.3.52.

From

Sri. G.Rami Reddi B.A.,
Collector, Bellary.

To

The Secretary to Government,
Development Department, Fort
Saint George, M a d r a s.

Through

The Director of Industries and
Commerce, Madras.

Sir,

Sub:- Mining - M.L. Sandur Taluk - N.E.B - Range Karadikolla - Extent 109 acres - Iron ore and red oxide of Iron - Renewal for 20 years - application of M/S. P. Venganna Setty and Bros., Hospet proposals submitted.

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Sri. P. Balasubba Setty, Hospet the proprietor M/S. P. Venganna Setty Hospet had been granted a M.L. by the erstwhile Sandur State to prospect for and mine, manganese, Iron, red earth ochres for a period of 10 years with effect from 19.6.41.

pp 1·2 (A)

M/S. P. Venganna Setty and Bros., applied for the renewal of the above lease on 2.6.51 for a period of 20 years after remitting the renewal fee of Rs. 200/- in Ch.No. 467 and 539 dated 7.5.51. Towards the preliminary expenses they requested that the deposit amount of Rs. 500/- which had been paid originally at the time of issue of the original lease might be adjusted. As the applicants had not renewed their certificate of approval for 1951 they were directed in this office L.Dis. 9610/51 A.1 dated 11.10.51 to renew their application for the renewal of a M.L. after obtaining a Certificate of approval issued by the Government of Madras. The Government granted a certificate of approval to them in Government Memo No.591 dated 8.12.51 and they have renewed their application for the renewal of the M.L.

The area now applied for renewal is in an unsurveyed Forest Block under the control of the Forest Department and there is no deposit of lime stone in the area.

The Tahsildar, Sandur reports that the applicants hold another area of 62 acres in the same block on a ten years lease from 1.3.45. The lesses have done very little extraction from the two areas eversince the leases come into force. The following quantities of iron ore were extracted by the lessees in the area now applied for renewal during the period from 1945 to 1951

Year	Quantity extracted.	Dead rent paid	Royalty paid	Surface rent paid
1945	84 tons	-	-	-
1946	43 ,,	-	-	-
1947	70 ,,	Rs. 545-0-0	Rs. 35-0-0	Rs. 109-0-0
1948	35 ,,	Rs. 545-0-0	17-8-0	Rs. 109-0-0
1949	52 ,,	Rs. 545-0-0	26-0-0	Rs. 109-0-0
1950	-	Rs. 545-0-0	-	Rs. 109-0-0
1951	-	Rs. 545-0-0	-	Rs. 109-0-0
Total.	284 tons			

The Tahsildar has further reported that although the lessess have not done any appreciable work in the leased area of 109 acres; they have extracted about 4000 tons in the other leased area of 62 acres during the last four months. The lessees have explained that no good work was turned out by them in the 109 acres for the following reasons.

(1) That there was no demand for Iron ore till very recently.

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B (ii). That there was no appraoch to the main road from the leased area and that the laying out of an approach road would cost about Rs. 5000/- The Tahsildar Sandur is of opinion that the explanation given by the lessees is true as there was not much demand for Iron ore till very recently and the lessee did not consider it profitable outlay, to form an approach road.

A The fact remains that the lessees did not work in the area of 109 acres sincerely for about seven years and were only doing nominal work to word off criticism and adverse comment by the authorities. They extracted on an average 40 tons ore per year and did not work the mines to the reasonable satisfaction of the lessors (Government of Madras and previous to that the Ruler of Sandur) according to clause 10 of the lease deed. I therefore consider it undesirable to renew the M.L of the applicants.

p.13(A) Sri. H.R.Gaviappa of Bellary has applied for the grant of a M.L. on 10-9-51 for a period of 20 years over the some area of 109 acres to prospect for and mine Iron ore. He has remitted the application fee of Rs. 200/- in Ch.No. 908 dated 10-9-51 and Rs. 00/ in Ch.No. 1160 dated 12.9.51 towards preliminary expenses.

The Tahsildar Sandur and the District Forest Officer,Bellary have recommended the M.L. application of Sri.H.R.Gaviappa in preference to the old lesses M/S. F. Venganna Setty and Brothers.

I therefore recommend that the area may be granted on M.L. to Sri. H.R.Gaviappa.

The application, the chalans and the sketches submitted by the applicatns are enclosed.

A.K. 20/3

A Mallanna 21.3.52
For Collector.

Copy to the Director of Industries
and Commerce, Madras.

5 1

Draft of conditions under Sub Rule (2) of R ule 41 of the Mineral Concession Rules 1949.

.....

that

(1) The leasee shall pay half-yearly dead rent and royalty due to Government in any of the Government treasuries to thecredit of "VII. Land Revenue Misc." within one month after the close of the half-years ending December and June.

(2) The lessee shall pay an amount equal to the annual deed rent or royalty, as compensation for damage to the Land covered by the lease;

(3) The lessee should not fell trees, if any, without the previous permission of the Collector, and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to maximum of 10 times the value of the trees;

(4) the lessee shall not operate on the surface of any area prohibited by any authority such as laying out roads, erecting buildings, machinery etc., without the previous permission of such authority or the provincial Government.

(5) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(6) the lessee shall provide xx full equipment of weighing machines of modern type of prescribed by the Collector, for weighing the minerals collected by him.

(7) the lessee shall not cause any damage to the forests and if he causes any damage, the lessee shall be liable to make good the loss as assessed by the Officer of the Forest Department and also be liable for prosecution.

(8) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing of such other protection to the satisfaction of the Collector to prevent accidents.

(9) on the occurance of any accident, the lessee shall report such accident immediately to the police, The Factory Inspector and the Labour Commissioner.

(10) the lessee shall execute an indeminity bond to Government agreeing to pay claims of third persons.

(11) the lessee shall deliver the possession of lands and mines on the expiration or the termination of the lease to Government and the Government shall have the right of forfeiting the property left over after such termination or determination of the lease, and

(12) In the event of War or other emergency Government shall have power to take possession of plant, machinery, premises and mines.

(13) The leasee shall indemnity the Government of Madras against all claims and suits which may be made or brought by any person in respect of any damage/or disturbance caused by(*injury) the lessee.

/True Copy/

SV/9.7.

Revenue B 30/52

Dept T 9

Memo. No. 7820 9 T/52-1 Dt 30-7-52.

Subj: Mining. Mining lease. Manganese iron and red earth Ochres (Bellary) - Sandur Taluk - N.E. B Range - Karadikolla Extent 109 acres - Application of Messrs. P. Vengamma Setty and Brothers and Sri A.R. Gaviappa.

—

Messrs. P. Vengamma Setty and Brothers are informed that the question of granting them the mining lease over the area mentioned above will be considered only

2/10

through the Collr. of Bellary

When they submit the income-tax clearance certificate obtained from the Income-tax officer of the district where they reside and carry on business

Copy

To

(1) Messrs. P. Venkanna Setty and Brothers, Merchants Hospet, Bellary dist.

(2) Copy to the D.I.T.E.

(3) Copy to the Collr of Bellary.

P. VENGANNA SETTY & BRO.

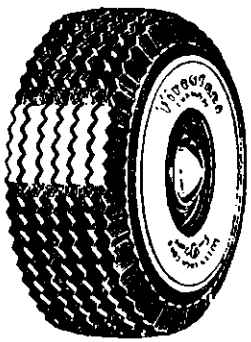
BRANCHES: KOTTUR & KOPBAL

DEALERS: FIRESTONE TYRES, S.V.O.C. PETROL, LUBRICANTS, MOTOR ACCESSORIES AND FERODO PRODUCTS.

AGENTS FOR:
KIRLOSKAR PRODUCTS, PARRY'S FERTILISERS, ASBESTOS CEMENT LTD'S PRODUCTS, LOUIS DREYFUS & CO., LTD., MINE OWNERS, EXPORTERS OF MINERAL ORES., DALMIA CEMENT.

TELEGRAMS: "BALA"

P. O. BOX No. 3
HOSPET



90379

THIRD ASST. SECRETARY TO GOVERNMENT
8 AUG 1952
DEVELOPMENT DEPARTMENT

Ref.....

Date, 6th August 19 52.

To

The Assistant Secretary,
Development Department,
Government of Madras.,
MADRAS.

Through

The District Collector,
BELLARY.

Dear Sir,

pp.9-10 cf

Ref: Memorandum No.78209J/52-1 D/30-7-52 of the Development Department.

Sub: Mining-Mining lease- Manganese, Iron and red earth ochres(Bellary) Sandur Tq- .B.B.range Karadikolla-Extent 109 Acres-Application of M/S P.Venganna Setty & Brothers ~~xxxxxxxxxx~~ ~~xxxxxxxx~~---Income Tax clearance certificate of M/S P.Venganna Setty & Brothers submited

As per your above communication we are today submitting the income tax clearance certificate ~~xxxxxxxxxxxxx~~ of M/s P. Venganna Setty & Bro, through the District Collector, Bellary. We request you to kindly grant us the mining lease for 109 A Acres at an early date and oblige.

Thanking you.

Yours faithfully,
For-P.Venganna Setty & Bro.,

B Seva

Encl: Income Tax Clearance Certificate.

12/

78209 J/52

Dev. J.

Jo A.S.

Page 11 above

The income-tax clearance certificate of Messrs. P. Venganna Setty and Brother may be awaited till 25.8.52.

12.8.52 13.8.52

13 - 13

Roc. 15138/52 A.1

Collector's office, Bellary
dated 12.8.52.

93614

From

Sri.D.R.Sundaram I.A.S.,
Collector, Bellary.

To

The Secretary to Government, Devl., Dept
Fort St., George, Madras.

Sir,

Sub:. Mining - Mining lease Manganese Iron and Red earth ochres (Bellary) - Sandur Taluk N.E.B Range Kuradikollu Extent 109 acres application of M/S P. Venganna Setty & Bros and Sri.H.R. Gaviappa certificate of approval submitted.

Ref:-Govt. Memorandum No. 78200/J/52-1 dated 30.7.52. — pp 9-10 above

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An Income Tax clearance certficate produced by M/S P.Venganna Setty & Bros Hospet is enclosed.

A.K. 12/8.

P. Rungamanickam 13/8/
For Collector.

12.8.52

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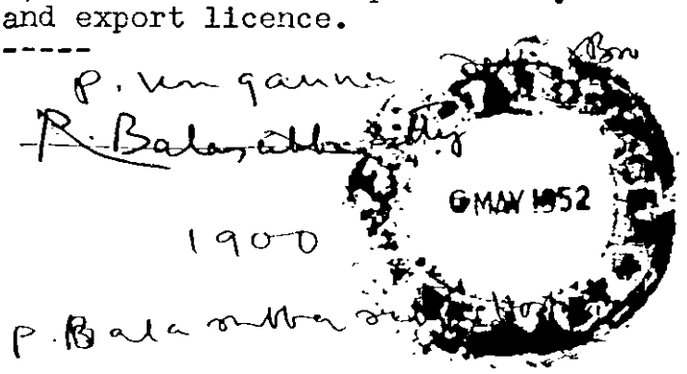
Form of Certificate of Incometax, Assessment to be produced by all application for import and export licence.



1. Name and business address of the applicant.

2. Year in which the business was established.

3. Name and address in which the applicant is assessed to Incometax assessment.

4. Whether the applicant is assessed to Incometax as:-
(a) Individual, (b) Hindu Undivided family, (C) Company, (d) Firm, or (e) Association.

H. U. F.

5. The Incometax Circle/Ward/District in which the applicant is assessed to Incometax.

Bellary

6. 'Line' or 'Lines' in which the applicant is doing business (by major Heads.)

grounds, groundnuts, oils, oil cake, commission

7.(a) Reference No. (Or G.I.R.No.) of the assessment:

B63-P

(b) Whether Incometax paid during the past five years was:

(i) below Rs.100/- -
(ii) Between Rs.100/- and Rs.500/-;
(iii) -do- " 500/- and "1000/-;
(iv) -do- "1000/- and "5000/-;
(v) -do- "5000/- and "10000/-;
(vi) Above Rs10000/- .

1945-46
1946-48
1948-49

Note:- The above entries may be completed also in the cases of Firms registered under Incometax act, with reference to the tax payable by the firm, if assessed as an unregistered firm.

8. In case no final assessment has been made, it should be stated whether tax paid in advance (or payable) on the basis of return filed under section 22(1) or (2), 23(b), 18(A) 3 of the Incometax was:

(1) Below Rs.100/-
(2) Between Rs.100/- and Rs.500/-
(3) -do- 500/- and Rs.1000/-
(4) -do- 1000/- and Rs.5000/-
(5) -do- 5000/- and Rs.10000/-
(6) Above Rs.10000/-.

Advance Tax law u/s 18A for 1948 rule 59-A &

9. The name and address of branches of the applicant.

P. Balasubbaraya, Koppal
P. Venugopal, Koppal
do - Koppal

10.(a) In case of the Firm, a list showing the names and address of the partners should be attached to the application.

(b) In case of a private limited company, a list showing the names and addresses of the share-holders holding 10% or more of the ORDINARY share capital of the company should be enclosed.

P.T.O.

11. I do declare that the above information is correct and complete to the best of information and belief.

For M. VENGANNA SETTY & BRO

Joint Proprietor.

Date 3.5.1952

Signature of the applicant or his authorised Agent.

(To be filled in by the Incometax Officer.)

I, In my opinion, the applicant mentioned above, has been doing everything possible to pay the tax demand, promptly and to facilitate in completion of the pending or outstanding proceedings.

Date: 12/5/52

Incometax Officer.

12/5/52

Seal

Dev. (J).

Pl. issue 12.9.52

99/13/9

Subj: Mines - Mining lease - Manganese, iron ore and ochres - Bellary dt - Sandur Tk - 109 acres in the N-E. B Range - Applications of M/s P. Venganna Setty Bros and Sri H. R. Gariappa - Orders issued —

/ pp 1-2 cf

From the Secy. Ref. J/638/52-3 dt 9/9/52

G.O (Ms) 3891 Dev 8.9.52

M/s P. Venganna Setty & Bros and Sri H. R. Gariappa have applied for the grant of a mining lease ~~for~~ over an extent of 109 acres in the N-E. B Range, Kariadikalla, Sandur Tk, Bellary dt. Of the two, the application of

pp 1 + 13 cf (A)

[P.T.O.

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M/s P. Venganna Seth & Bros was received Land with the preferred under rule 32 of the M.C. Rules for ~~for the grant of~~ the grant of the lease. The application of Sri H. R. Gariappa is therefore rejected and the amount of Rs 400/- (Rupees four hundred only) being the application fee and initial deposit remitted by him shall be refunded.

25/2

[Contd. on p 3 below]

P-20

3

1,002—18-6-52.

GOVERNMENT OF MADRAS.

ABSTRACT.

Mines—Mining lease — (district)

taluk—Survey No. in

village—Grant of—Application of—

Sanctioned.

DEVELOPMENT DEPARTMENT.

G.O., Ms. No. Dated the 195

Read—the following

From the Director of Industries and Commerce, letter No.

[Contd. from p2 above]

ORDER

2. The Government sanction the grant to M/s P. Venganna Setti & Bros of a mining lease for manganese, iron ore and red ochre for a period of twenty years over an extent of 109 acres acres in survey number Kanaojikoua, N.E.B. Range, Sandur in village taluk, Bellary district, subject to the conditions mentioned in sub-rule (I) of rule 41 of the Mineral Concession Rules, 1949, and also to the conditions specified in the Appendix to this order.

3. The rates of royalty, dead rent and surface rent shall be as follows:—

Royalty— [⊗ - vide below]

Dead Rent— Rs 5/- per annum per acre in the case of iron ore used for the extraction of iron and Rs 10/- per acre per annum for each of the other mineral including iron ore if not used for extraction of iron.

Surface Rent.—At such rate as the land revenue and cesses assessable on the land are paid.

4. The applicant should pay a deposit of ~~Rs. 500~~/Rs. 1,000 as prescribed in rule 36 of the Mineral Concessions Rules, 1949, before the lease is actually executed.

5. The terms and conditions stated in this order are subject to such further modifications, additions and alterations as may be included in the lease deed when finalized.

6. The Collector of Bellary is requested to take necessary further action, for the execution of the lease deed. As soon as the deed is executed, the date of such execution should be reported to the Government and the Director of Industries and Commerce.

Illegible
30/8/52

~~(By order of the Governor)~~

Secretary to Government.

To the Director of Industries and Commerce. (with records)

" the Collector, Bellary

Bgl. steps taken 4/9/52 " Sri H.R. Gaviappa, Bellary

" M/s P. Venganna Setti & Bros, Bellary

~~(True copy)~~/(By order)

P2

Superintendent

⊗ Royalty :-

(a) Iron ore

(i) ~~Ex~~ used for extraction of iron — As 8 per ton

(ii) used for other purposes — Re 1/- "

(b) Manganese

(i) high grade (45% mn & over) — 5% of the sale value at the pit's mouth subject to a minimum of Re 1/- per ton

(ii) low grade (below 45% mn) — 5% of the sale value at the pits mouth subject to a minimum of As 8 per ton.

(c) Red ochre : — 5% of the sale value at the pit's mouth.

Illegible
30/8/52

Appendix.

1. The lessee shall pay rents and royalties in any Government Treasury before the 10th January of every year;

2. the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the district in his discretion, as compensation for damage to the land covered by the lease;

3. the lessee shall not fell trees if any, without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to a maximum of ten times the value of the said trees;

4. the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc., without the previous permission of such authority or the State Government;

5. the lessee shall not use land for surface occupation without giving proper notice to the Collector;

6. the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him;

7. the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working, developing and carrying away the same;

8. the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

9. that on the occurrence of any accident, the lessee shall report, such accident immediately to the nearest police station, the nearest Factory Inspector and the Labour Commissioner;

10. the lessee shall execute an indemnity bond to Government against the claims of their parties;

11. the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working; and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

12. if after the determination of the lease there shall remain in or upon the said lands any engines, machinery, plant buildings (tructures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

13. in the event of the existence of State of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, permises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause;

14. (*a*) the lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining and written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(*b*) the area within the reserved forest limits must be demarcated by a declared fire line of 40 feet wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(*c*) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(*d*) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(*e*) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees, etc., shall be paid for by the lessee at rates to be fixed by the District Forest Officer; he must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

15. The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No. XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

(By order)

30/5/52

Superintendent.

Devt J

Sub:. Mining. Mining lease. Manganese Iron and Red Earth Ochres (Bellary) Sandur Taluk - N.E. B. Range - Karadiakolla - Extent 109 acres Applications of Messrs. P. Vengamma Setty and Bros and Sri H.R. Gaviappa.

pp 1-2 cf. Ref

From the D.I.G.C. no. J/638/52-3 dated 9.7.52

J. A. S.

Sri P. Balasubba Setty Hospet, the proprietor of Messrs. P. Vengamma Setty and Brothers was holding a mining lease for Manganese ore, Iron ore and Red ~~Earth~~ Ochres, granted by the erstwhile Sandur State for a period of 10 years from 19.6.41. The lease expired on 18.6.51 Messrs. P. Vengamma Setty and Brothers applied for the renewal of the mining lease on 2.6.51 Sri H.R. Gaviappa also applied for the grant of a mining lease for iron ore in respect of the same area for a period of twenty years. Thus there are two applications for the grant.

K' on p: 5 cf

p 13 (A)

of a mining lease in respect
of the same area

Name of the applicants.	Date of Completion of the application	
(1) Messrs. P. Venganna Setty and Bros.	20.6.51	'M' on p. 1 of
(2) Sri H.R. Gaviappa	12.9.51	'N' on p. 1 of.

The Collector of Bellary has recommended the grant of mining lease to Sri H.R. Gaviappa for the following reasons.

(i) that Sri P. Balasubba Setty the former lessee did not work the mines satisfactorily for about seven years and was doing only nominal work. 'R' on p. 1 of

(ii) that the original lease was granted in the name of Sri P. Balasubba Setty and that the lessee has not applied for renewal in his own name; and - do -

(iii) that the application of Messrs. P. Venganna Setty and Bros. has to be treated as a fresh one under the M.C. Rules 1949. - do -

According to rule 40(1) of the M.C. Rules 1949, renewal of leases can be granted only to such of those individuals or companies in whose name the original leases are registered. ~ not put in

In the present case the original lease was granted to Sri P. Balasubba Setty and the renewal is sought in favour of Messrs. P. Venganna Setty and Brothers. In this connection the D.I.,t.e., ~~Con~~ ~~States~~ considers that the original lessee and the present applicants, ~~Not~~ namely Messrs. P. Venganna Setty and Brothers are not identical and hence the application of Messrs. P. Venganna Setty and Brothers ~~Con~~ cannot be treated as one for renewal. And the claims of the applicants will have to ~~be~~ be treated on the basis of relative priorities according to the instructions Contained in Govt. memo. no. 13083 J/51-1 Dept. dt 5-2-51. The D.I.t.e.'s view may be accepted.

Jointly

(5)

According to rule 18 of the M.C. Rules. Messrs. P. Venganna Setty and Brothers have submitted their complete application on 20.6.51. The application of

A

~~Sri P Ven~~ Messrs. P. Venganna Setty and Brothers has to be preferred.

The D.I.de. has recommended that Messrs. P. Venganna Setty and Brothers may be granted the mining lease for red oxide of iron and iron ore over an extent of 109 acres in Karadi Kolla range in Sandur Taluk, Bellary district for a period of twenty years subject to the special conditions mentioned in Rule 41(2) of the M.C. Rules 1949 and ~~that of~~ the application of Sri H.R. Gaviappa for the same plot be rejected and the amounts remitted by him be refunded. The proposal of the D.I.de. may be accepted.

As Messrs. P. Venganna Setty and Brothers have not produced the income-tax clearance certificate they may be asked to submit it at an early date. ~~Pto~~. Subject to orders a draft memo. is submitted for approval

26.7.52 26.7.52

28/7/52 DS 29.7.52

Dev.(I).

Summary

This file relates to the grant of a mining lease for manganese, iron ore and red ochre over an extent of 109 acres in the N.E.B Range, Kavadikolla, Sandur Tk, Bellary dt. The following are the two applicants for the area:

p1 (A) (1) M/s P. Venganna Seth & Bros.

p13 (A) (2) Sri H.R. Gavisappa of Bellary.

2. The area in question was previously held on lease by ~~M/s P. Bros~~ Sri P. Balasubba Seth, the proprietor of M/s P. Venganna Seth. This lease expired on 18/5/51. On 2.6.51, M/s P. Venganna Seth applied for the renewal of the lease for a period of twenty years, after paying the requisite fee of Rs 200/-. As the initial deposit of Rs 200/- was paid on 20-6-51, their application was completed with effect from that date. They ~~firm~~ has submitted the Income-tax clearance certificate

3. Sri H.R. Gavisappa applied for the lease on 10.9.51 after remitting the requisite fee of Rs 200/-. He paid the initial deposit of Rs 200/- on 12.9.51. His application was complete with effect from that date.

4. The application of M/s Venganna Seth & Bros cannot be taken as one for renewal, as the prior lease stood in the name of their proprietor, Sri P. Balasubba Seth. The priority of applications has therefore to be considered in this case. For the reasons at 'A' ante, the Collector has recommended the grant to Sri H.R Gavisappa. As ~~M/s P. Bros~~ M/s P. Venganna Seth & Bros were the prior applicant, the DLR has recommended the grant of the lease to ~~applicant~~ that firm. ~~It is for obser~~ subject to the conditions ante. The conditions proposed

on [illegible] conform to the model conditions prescribed by Govt. It is for orders whether M/S P. Venganna Setti & Bros, will be granted the lease.

5/5/52

Kay
30/8/52

The Collector is not consistent in his recommendation. On 7.6.51 he ~~recommended~~ had no objection to the renewal of the lease in favour M/S P. Venganna Setti & Bros. But on 2.3.52 the Collector objected to the ~~grant~~ renewal of licence in favour of M/S P. Venganna Setti & Bros on the ground that they did only nominal work and that it was not desirable to renew the licence in their favour.

The D.F. & Co's view is the correct one. The lease ~~Licence~~ may be granted to M/S P. Venganna Setti & Bros. | A

S. Jambulingam
'A' above agreed to 25.9.52

V. Krishna Rao

To Pts. (Orders above) 7/9/52 DS (9 & 2)
Devt. J

Necessary entries have been made in M.L. Register against item 150. The draft order placed below may now issue.

12.9. Kay
12/9/52

12/9/52

SECRETARY TO GOVT
8 SEP 1952
DEVELOPMENT DEPT.